

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------|----------|----------------|--------------|
| Avanex Corporation | | 05/19/2005 | CORPORATION: |

RECEIVING PARTY DATA

| | |
|------------------------|-------------------------------|
| Name: | HBK Investments L.P. |
| Street Address: | 300 Crescent Court, Suite 700 |
| City: | Dallas |
| State/Country: | TEXAS |
| Postal Code: | 75201 |
| Entity Type: | LIMITED PARTNERSHIP: |

PROPERTY NUMBERS Total: 31

| Property Type | Number | Word Mark |
|----------------------|----------|----------------------------|
| Serial Number: | 75900986 | SUPER POWERSHAPER |
| Serial Number: | 75900975 | TOWER OF POWER |
| Serial Number: | 75921863 | POWERGRATINGS |
| Registration Number: | 2641194 | POWERFILTER |
| Registration Number: | 2606096 | POWERMUX |
| Serial Number: | 76206493 | AVANEX OPTICAL PROCESSOR |
| Serial Number: | 76206494 | AVANEX OPTICAL PROCESSORS |
| Serial Number: | 76264028 | POWERADAPTER |
| Registration Number: | 2579901 | WAVELENGTHS IN ABUNDANCE |
| Serial Number: | 75889755 | POWERSHAPER |
| Serial Number: | 75900985 | POWERSWITCHER |
| Serial Number: | 76264027 | AVANEX ADAPTIVE ENTERPRISE |
| Registration Number: | 2678604 | POWEREXCHANGER |
| Serial Number: | 75921862 | POWERLEAVER |

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|----------------------|----------|----------------------|
| Serial Number: | 76282953 | POWERCOMPENSATOR DCM |
| Serial Number: | 76264030 | POWERGAINEQUALIZER |
| Registration Number: | 2810987 | POWEREXPRESS |
| Registration Number: | 2553641 | POWERED BY AVANEX |
| Serial Number: | 76059854 | POWERMUX NXG |
| Registration Number: | 2556961 | POWERED BY AVANEX |
| Serial Number: | 76059855 | POWERRAMP |
| Serial Number: | 76206492 | POWERATTENUATOR |
| Serial Number: | 76345773 | POWER 2 THE NET |
| Serial Number: | 76345774 | POWERAMPLET |
| Serial Number: | 78208546 | POWERADAPTER |
| Serial Number: | 78234785 | POWEREQUALIZER |
| Serial Number: | 78234808 | POWERWATCHER |
| Serial Number: | 75859309 | PUREPATH |
| Registration Number: | 2150568 | FIBERGAIN |
| Registration Number: | 2458041 | PUREGAIN |
| Registration Number: | 2152234 | FGM |

CORRESPONDENCE DATA

Fax Number: (212)593-5955
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2127562388
Email: daniel.angel@srz.com
Correspondent Name: Daniel Angel, Esq.
Address Line 1: 919 Third Avenue
Address Line 4: New York, NEW YORK 10022

| | |
|--------------------|----------------------------------|
| NAME OF SUBMITTER: | Daniel Angel, Esq. (040837-0001) |
| Signature: | /sas for da/ |
| Date: | 05/23/2005 |

Total Attachments: 6
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GRANT OF SECURITY

TRADEMARKS

WHEREAS, Avanex Corporation (the "Grantor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Security Agreement, dated as of May 19, 2005 (as amended, restated or otherwise modified from time to time the "Security Agreement"), in favor of HBK Investments L.P., as collateral agent for certain purchasers (the "Collateral Agent");

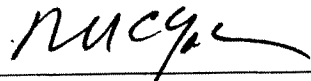
WHEREAS, pursuant to the Security Agreement, the Grantor has granted, subject to the limitations set forth in the Security Agreement, to the Collateral Agent for the benefit of the Buyers (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the "Obligations" (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby pledge, and grants to the Collateral Agent for the benefit of the Buyers a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of itself and the lenders observance of the Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Grant of Security to be
duly executed by its officer thereunto duly authorized as of May 19, 2005

AVANEX CORPORATION

By: 
Name: Richard C. Yonker
Title: Chief Financial Officer
Address: 40919 Encyclopedia Circle
Fremont, California 94538

CORPORATE ACKNOWLEDGMENT

State or Province of California)
County of Santa Clara) ss.

On this 17th day of May, 2005 before me, Mary B. Westberg, Notary Public, personally appeared Richard C. Yanker, ~~personally known to me~~ or proved to me on the basis of satisfactory evidence, and he/~~she~~ acknowledges to be the Chief Financial Officer of ~~Atoney~~ and corporation and acknowledged that he/~~she~~ as an officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/~~herself~~ as an officer.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

Mary B. Westberg
Mary B. Westberg, Notary Public/Commissioner of Oaths

My Commission Expires September 25, 2008

(SEAL)



SCHEDULE 1A TO GRANT OF SECURITY

U.S. Trademark Applications and Registrations

| <u>Trademark</u> | <u>Application / Registration Number</u> |
|-------------------------------|--|
| SUPER POWERSHAPER | 75/900,986 |
| TOWER OF POWER | 75/900,975 |
| POWERGRATINGS | 75/921,863 |
| POWERFILTER | 2,641,194 |
| POWERMUX | 2,606,096 |
| AVANEX OPTICAL PROCESSOR | [NEED NUMBER – Filed in 2001] |
| AVANEX OPTICAL PROCESSORS | 76/206,494 |
| POWERADAPTER | 76/264,028 |
| WAVELENGTHS IN ABUNDANCE | 2,579,901 |
| POWERSHAPER | 75/889,755 |
| POWERSWITCHER | 75/900,985 |
| AVANEX ADAPTIVE ENTERPRISE | 76/264,027 |
| POWEREXCHANGER | 2,678,604 |
| POWERLEAVER | 75/921,862 |
| POWERCOMPENSATOR DCM | 76/282,953 |
| POWERGAINEQUALIZER | 76/264,030 |
| POWEREXPRESS | 2,810,987 |

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|---------------------------------|------------|
| POWERED BY AVANEX | 2,553,641 |
| POWERMUX NXG | 76/059,854 |
| POWERED BY AVANEX AND DESIGN | 2,556,961 |
| POWERRAMP | 76/059,855 |
| POWERATTENUATOR | 76/206,492 |
| POWER 2 THE NET | 76/345,773 |
| POWERAMPLET | 76/345,774 |
| POWERADAPTER | 78/208,546 |
| POWEREQUALIZER | 78/234,785 |
| POWERWATCHER | 78/234,808 |
| PUREPATH | 75/859,309 |
| FIBERGAIN | 2,150,568 |
| PUREGAIN | 2,458,041 |
| FGM | 2,152,234 |

Non-U.S. Trademark Registrations

| <u>Country</u> | <u>Trademark</u> | <u>Application Number</u> | <u>Filing Date</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|----------------|------------------|---------------------------|--------------------|----------------------------|--------------------------|
| China | AVANEX | 3112979 | 13-Mar-2002 | 3112979 | 28-May-2003 |
| Brazil | FIBERGAIN | 820004596 | 11-Aug-1997 | 820004596 | 17-Jul-2001 |
| European Union | FIBERGAIN | 553438 | 03-Jun-1997 | 553438 | 25-May-1999 |
| China | FIBERGAIN | 970079565 | 07-Aug-1997 | 1237023 | 07-Jan-1999 |
| Mexico | FIBERGAIN | 303952 | 08-Aug-1997 | 558021 | 29-Aug-1997 |
| Japan | FIBERGAIN | 1997-146742 | 07-Aug-1997 | 4300949 | 30-Jul-1999 |
| China | PUREPATH | 2000012950 | 02-Feb-2000 | 1578409 | 28-May-2001 |
| European Union | PUREPATH | 1485630 | 27-Jan-2000 | 1485630 | 05-Mar-2001 |
| Japan | PUREPATH | 134248 | 25-Jan-2000 | 134248 | 03-Jan-2001 |
| Japan | PUREPATH | 2000-54771 | 19-May-2000 | 4470475 | 27-Apr-2001 |
| Korea | PUREPATH | 40200013389 | 20-Mar-2000 | 40-502995 | 05-Oct-2001 |
| Singapore | PUREPATH | T00/01245C | 27-Jan-2000 | T00/01245C | 26-Jan-2001 |
| South Africa | PUREPATH | 2000/01186 | 25-Jan-2000 | 2000/01186 | 29-Nov-1999 |
| Taiwan | PUREPATH | 89010456 | 01-Mar-2000 | 945874 | 16-Jun-2001 |
| Switzerland | PUREPATH | 1485630 | 27-Jan-2000 | 473377 | 05-Mar-2001 |